

IN THE MATTER between **NTHC**, Applicant, and **CN**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5  
(the "Act");

AND IN THE MATTER of a hearing before **Adelle Guigon**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**CN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 26, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AS, representing the applicant

**Date of Decision:** June 26, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against CN as the respondent/tenant was filed by the Rental Office April 6, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the respondent registered mail signed for April 25, 2018.

The applicant alleged the respondent had caused damages to the rental premises and had left the rental premises in an unclean condition. An order was sought for payment of the outstanding costs of repairs and cleaning.

A hearing was scheduled for June 26, 2018, by three-way teleconference. AS appeared representing the applicant. CN was served notice of the hearing by registered mail signed for April 25, 2018. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement for subsidized public housing commencing April 15, 2016. The respondent vacated the rental premises, effectively ending the tenancy February 13, 2018.

#### *Repairs and cleaning*

An exit inspection conducted February 13, 2018, documented the following damages, and work orders and invoices were submitted into evidence supporting the claims for costs of repairs and cleaning as follows:

Exterior door lock change	\$31.00
Replace four window screens	\$212.00
Replace three window crank handles	\$109.18
Replace exterior door weather stripping and door sweep	\$109.98
Replace one outlet cover	\$27.19
Replace one towel bar	\$46.49
Replace showerhead	\$38.49
Repairing dents, chips, and holes in walls	\$150.49
Replace smoke detector	\$58.49
Replace two interior doors	\$293.98
Removal and disposal of garbage and debris (interior and exterior)	\$695.49
Cleaning throughout	\$234.00
Total	\$2,006.78
Less Remaining Security Deposit	\$415.18
<b>Total</b>	<b><u>\$1,591.60</u></b>

As indicated in the table, the remaining security deposit of \$415.18 was retained by the applicant against the costs of repairs and cleaning. I am satisfied the respondent is responsible for the identified damages, and I am satisfied the respondent failed to return the rental premises in an ordinary state of cleanliness. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$1,591.60.

#### *Orders*

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$1,591.60.

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Adelle Guigon  
Rental Officer